PATENT

Appellant: John B. Amundson   Examiner: Le V. Nguyen

Serial No.:   10/726,247   Group Art Unit: 2174

Filed: December 2, 2003   Docket No.:H0005441-1161.1137101

Title: CONTROLLER INTERFACE WITH MENU SCHEDULE OVERRIDE

Confirmation No.: 3535

REPLY BRIEF

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Assistant Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

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Lynn Thompson ___September 22, 2008___
Lynn Thompson   Date

Pursuant to 37 C.F.R. § 41.41, Appellants hereby submit this Reply Brief in response to
the Examiner's Answer dated July 22, 2008. Permission is hereby granted to charge or credit
Deposit Account No. 50-0413 for any needed fees.

The Examiner sets forth a number of rebuttal comments on pages 24-27 of the
Examiner's Answer related to Section VII (B)-(H) of Appellant's Appeal Brief. None of these
comments overcome Appellant's position set forth in Appellant's Appeal Brief. For
completeness, however, Appellants have elected to provide rebuttal comments in response to
some of the Examiner's rebuttal remarks.

Appellants note the Grounds of Rejection section on pages 3-24 does not include the
rejection of claim 57 under 35 U.S.C. § 112, second paragraph, and the Examiner has not
addressed this rejection in the Response to Arguments section on pages 24-27. It appears this
rejection has been withdrawn. If the rejection still stands, Appellants re-assert their argument
that the rejection is made in error as set forth in Section VII (A) on pages 14-15 of Appellant's
Appeal Brief.

On page 26, the Examiner states: "Per(a), ... a first portion/component of an HVAC system ... is activated when temperature reaches above a first set point such as 70 at a time when 'Active 2101' to modify the environmental condition in the inside space... The first portion/component is deactivated when temperature reaches below a second set point 72 at a time when 'Relaxing' 2101, thereby no longer modifying and controlling the environmental condition of an inside space." This makes little sense. In Figure 21, menu 2100 shows available "Comfort Climate" selections, where each have corresponding cooling and heating set points. This appears to may make it easier to program a schedule. For example, when programming a schedule, a "Comfort Climate" selection may be assigned to a particular schedule period (see Figure 20, reference number 2005). Then, during operation of the schedule, the heating and cooling set points of the particular "Comfort Climate" selection may be used during that schedule time period.

Contrary to the Examiner's assertion, a first portion/component of an HVAC system is NOT activated when the temperature reaches above a first set point (heating set point) such as 70 during the "Active 2101" Comfort Climate selection. When the temperature reaches above the heating set point 70 of the "Active 2101" Comfort Climate selection, the heater would be de-activate, and NOT activated as the Examiner suggests. Also, the first portion/component would NOT be deactivated when the temperature reaches below a second set point 72 during the "Relaxing" 2101 Comfort Climate selection. When the temperature reaches below the heating set point 72 of the "Relax 2101" Comfort Climate selection, the heater would be activated, and NOT deactivated as the Examiner suggests. The Examiner appears to have misunderstood the reference.

It is also noted that the "Active 2101" Comfort Climate selection and the "Relaxing" 2101 Comfort Climate selection cannot both be simultaneously active in a schedule. That is, the user can assign both the "Active 2101" Comfort Climate selection and the "Relaxing" 2101 Comfort Climate selection to the same time slot of a schedule (see Figure 20, reference number 2005).

Regarding the claimed override feature, the Examiner has not indicated which

independent claims are being discussed. In the interest of providing a complete response, Appellants will provide comments regarding independent claims 57, which was rejected as anticipated by Alles, and claims 1, 11, 2122, 23, 24, 37, 44, and 50, which were rejected as obvious over Alles in view of various other references.

The Examiner asserts that Alles teaches user-selected schedule override choices, pointing to FIG. 22 for support. Appellants respectfully disagree. Regarding claim 57, while Alles appears to show pop-up menus for user-selected programs, Alles does not appear to teach any override features, and in particular, Alles does not appear to teach the step of overriding a fan for a time corresponding to <u>a time indicator provided by a user</u>, and returning to normal fan operation after the time expires, as recited in claim 57. The Examiner appears to be equating "override" with merely selecting an desired or appropriate schedule. More specifically, the Examiner appears to be equating the step in Alles of the user selecting the "Vacation" or "Party" <u>schedule</u>, as shown in FIG. 22, with the claimed steps involving selecting an <u>override</u>. Appellants respectfully disagree. Alles clearly teach, in FIG. 22, display 2220, the <u>Program or Schedule</u> display including "Normal", "Vacation", "Guests", "Comfortable", "Empty", "Party", and "13-19 Jan". Alles characterizes the displays 2222 as follows:

> Display 2222 displays all of the TS <u>programs</u> available for selection. There are three types of TS Programs: "Full Prog", "Part Program", and "Schedule". A "Full Prog" specifies the <u>temperature schedule</u> for all rooms for every day of the week. A "Part Prog" specifies the temperature schedules for some of the rooms and/or some of the days of the week. A "Schedule" is a single temperature schedule with no room or day specification. An <u>existing TS Program</u> is edited by selecting it in display 2222.

(Emphasis added; see column 33, line 62 through column 34, line 3). Alles thus teach a method in which the user may program and then select various different programs and/or schedules for operating the HVAC system. Appellants submit that Alles does not teach a step of a user selecting one of two or more schedule <u>override</u> choices, as recited in the claims. Further, in view of Alles' specific teaching that "Vacation" and "Party" are <u>schedules</u> that are programmed by the user and then may be selected as the desired program to run, one of ordinary skill in the art would not interpret the various programs/schedules taught in Alles as being "override choices"

for <u>over-riding</u> a regular schedule, as asserted by the Examiner.

It appears the Examiner may be interpreting the *overwrite* function in Alles as the claimed temporary <u>override</u> of a regular schedule. If this is the case, Appellants respectfully submit the Examiner has misinterpreted the reference and/or the claims. Alles specifically teaches:

> TS Programs of type "Part Prog" and "Schedule" can overwrite portions of another TS Program. The "TS Program" popup menu 2220 displays a "Paste" selection 2223 for each TS Program of type "Part Prog" and "Schedule". Selecting a "Paste" selection 2223 causes the selected TS Program to overwrite portions of the TS Program being edited and causes the popup menu 2220 to disappear. For type "Part Prog" TS Programs, only the temperature schedules for the specified rooms and days associated with the "Part Prog" are overwritten. For type "Schedule" TS Programs, only the currently displayed temperature schedule is overwritten. Selecting "Paste" 2223 does not change the TS Program name displayed in TS Program display 2042.

(See column 34, lines 24-37). The *overwrite* function in Alles is thus a way for the user to copy parts of one program into another for editing purposes. Alles does not appear to teach or suggest that the overwrite/edit function is a choice presented to the user that results in overriding the regular schedule, as recited in the claims.

Regarding claim 57, Appellants submit that the selection of "Vacation" or "Party" in Alles cannot be deemed to be a time indicator. The Examiner appears to acknowledge that Alles fails to teach the step of requesting a time indicator from a user because the Examiner asserts that "Alles further teaches overriding the fan setting of the regular/normal schedule when on 'Vacation' 2222 and then automatically returning to the fan setting of the regular/normal schedule" (see page 26 of the Examiner's Answer). While Alles appears to teach a user selecting a vacation or party <u>program</u> in which various operation parameters may run, nowhere does Alles appear to teach a step of requesting a <u>time indicator</u>, as stated in the claim. Additionally, Appellants submit that the selection of an operation <u>program</u> by Alles does not anticipate the identical method steps of requesting a <u>time indicator</u> and overriding the fan for a time <u>corresponding to the time indicator</u>, and returning to normal fan operation after the <u>time</u> expires, as recited in claim 57. The Examiner has failed to provide a reference teaching the identical

method steps in as complete detail as recited in claims 54-57. The rejection of claims 54-57 as being anticipated by Alles is thus in error and should be reversed.

Additionally, the Examiner has failed to provide a reference or combination of references teaching or suggesting the method steps involving providing schedule override choices, as recited in various independent claims. The Examiner notes that one cannot show non-obviousness by attacking references individually where the rejections are based on combinations of references. The Alles reference alone has been discussed with regard to the claimed step of providing override choices to the user because the Examiner has asserted that Alles provides such a teaching. The remaining references used in the obviousness rejections are not being asserted as providing such a teaching. In the interest of providing a complete response, none of Liebl et al., Ehlers et al., or Riley et al. appear to teach or suggest the claimed step of providing override choices to the user. The Examiner admits (see top of page 7 of the final Office Action dated August 23, 2007) that Liebl does not disclose temporarily overriding a regular schedule. The Examiner also appears to rely on Ehlers to suggest temporarily overriding a regular schedule, citing to Figure 4H. However, Figure 4H of Ehlers appears to be nothing more than a display screen that permits the user to define the start and stop time periods of a programmable regular schedule, such as sleep, home and away. This is nothing more than programming a regular schedule as described above with respect to Alles. Figure 4H of Ehlers does not relate to a temporary override, as the Examiner appears to be suggesting. Thus, Ehlers cannot be considered as remedying the noted shortcomings of Alles and Liebl. The Examiner has not asserted any of these references as teaching the claimed step of providing schedule override choices, thus no further comment is believed necessary.

The Examiner again points to Figs. 21-23 and column 32, lines 28-47 of Alles as teaching displaying a natural language schedule override choice that users input. The Examiner has not provided any further remarks and has not addressed the arguments presented in the Appeal Brief, which are as follows. The cited portion of Alles actually teaches how the user, during the setup of the programmable regular schedule, can edit the names of the various regular schedule time periods. In FIG. 21, the user has named the Comfort Climate time period "Sleeping", and has

selected cooling when the temperature is above 76 degrees and heating when the temperature is below 68 degrees. The fact that Alles teaches selecting "Return" after the changes are made to save the changes further indicates that this is simply part of the regular programmable schedule set-up procedure, and not a schedule override choice. Appellants submit that one of ordinary skill in the art, upon reading Alles, would clearly not interpret the Comfort Climate editing process as corresponding to schedule "override" choices, as recited in claims 21-23.

Independent claim 58 is rejected as being obvious over Riley et al. in view of Alles. The Examiner has not addressed this rejection, but has provided comments regarding the rejection of dependent claims 61-64. The Examiner asserts that the combination of Riley and Ehlers teach the method as claimed. Appellants note that independent claim 58 recites the step of "detecting an indication, based on user input into the user interface, that the window is or has been closed. None of Riley, Alles, or Ehlers appears to teach or suggest such a method step. Riley appears to teach detecting an open window or door in a room, and shutting down the HVAC system for that room. However, Riley does not appear to teach anything regarding detecting that the window is or has been closed. Neither Alles nor Ehlers appears to provide this missing teaching.

The Examiner asserts that "Ehlers and Riley teach an open window set point wherein the open window set point is an arbitrary number set by the user, thereby, anytime a user establish[es] a low set point or a high set point, the set point is equivalent to an open window set point." Appellants submit there is no basis for this assertion. While Ehlers and Riley appear to teach setting HVAC temperature set points, neither reference appears to teach or suggest setting an open window set point, as asserted by the Examiner. Riley appears to teach shutting down the HVAC system under a drift condition (See column 17, lines 59-66). Appellants submit that the drift conditions taught by Riley cannot be deemed equivalent to the claimed user input regarding a window being opened or closed. The combination of Riley, Alles, and Ehlers fails to teach or suggest the elements of independent claim 58 and the claims dependent thereon, thus the rejections should be withdrawn.

The Examiner has not addressed Appellants' arguments regarding the rejection of claims 66-70 as being anticipated by Ehlers et al., or the rejection of claim 65 as being
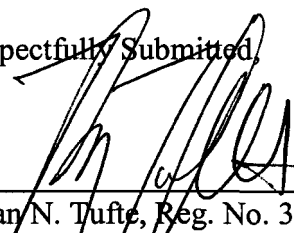
anticipated by Riley in view of Alles, Ehlers, and Roy.

For the reasons set forth in Appellant's Appeal Brief, as well as for those reasons stated above, the rejection of claim 57 under 35 U.S.C. § 112, second paragraph, the rejection of claims 54-57 and 66-70 under 35 U.S.C. §102(e), and the rejection of claims 1-53, 58 and 61-65 under 35 U.S.C. § 103(a) should be reversed.

Respectfully Submitted,

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Brian N. Tufte, Reg. No. 38,638
CROMPTON, SEAGER & TUFTE, LLC
1221 Nicollet Avenue, Suite 800
Minneapolis, MN 55403-2402
Telephone: (612) 359-9348
Facsimile: (612) 359-9349